



CARD - USER TERMS AND CONDITIONS

This **CARD - USER TERMS AND CONDITIONS ("T&C")** between the Card Issuer (as defined below), Lender (as defined below), Card Issuer Bank (as defined below) and Cardholder (as defined below):

1. DEFINITIONS AND INTERPRETATION

1.1. Capitalized terms used in this T&C, unless the context otherwise requires, shall have the following meanings:

"Applicable Law(s)" shall mean all applicable central, state and local laws, statute, regulations, orders or directives as may be amended and in effect or re-enacted from time to time, order or other legislative action of any government authority to the extent having the force of law, including but not limited to Payment and Settlement Systems Act, 2007, Payment and Settlement Systems Regulations, 2008, Policy Guidelines on Issuance and operation of Prepaid Payment Instruments in India, guidelines on issuance of debit cards and co-branded prepaid cards by the banks and any other guidelines in relation to prepaid payment instruments issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued there under including any successor Applicable Law.

"Merchant(s)" shall mean seller(s), retailers or e-commerce marketplace, including but not limited to brick and mortar or electronic merchants or such other business entities who accept the Cards as payment options for collecting payments from the Customer.

"ATM" shall mean any Automated Teller Machine in India, whether of Card Issuer Bank or of a specified Network Association, at which, amongst others, the User can use his Cards with permitted access.

"Card Issuer Bank" shall mean the State Bank of Mauritius (SBM)

"Card Issuer" shall mean Nehat Tech Solutions Private Limited in partnership with the Card Issuer Bank for the issuance of EnKash Card including all card variants ("**EnKash**"). For the purpose of these T&C's the Card Issuer shall also include the Lender (as the context may require as a Lender).

"Card Account" shall mean the card account of the User maintained with the Card Issuer Bank;

"Cardholder Entity / Cardholder /User" shall mean and include the applicant and/or authorized card member, and in case of a Cardholder Entity shall include the board of directors or any personnel of the Cardholder Entity who has been authorised to use the Card;

"Lender" means the partner non-banking financial company being, PODS FinServ Private Limited, or any other non-banking financial company, the Card Issuer agrees to partner with.

"Merchant Establishment" means commercial establishments of any nature, wherever located, which honour the Cards for transactions done with them.

"Network Association" shall mean MasterCard / Visa / RuPay Card networks, or any other networks like NFS or any other bank's private network called by any name.

"Personal Identification Number" "PIN" shall mean a set of confidential number/s given to the User by the Card Issuer

Bank / Card Issuer, while issuing the Cards (in case the same is a card) or later selected by the User from time to time, which is used to identify the User at an ATM or a terminal for putting through Transactions using the Cards (in case the same is a card) or which may be used as a second factor authentication in case the Cards is a wallet.

"PoS" shall mean a point of sale electronic terminal at Merchant Establishments in India capable of processing transactions and at which, amongst others, the Customer can use his Cards (where the same is a card) to access his funds using his Cards / to make purchases.

"Cards" shall mean any card including but not limited to credit card issued by Card Issuer in accordance with the T&Cs and accordance with Applicable Law.

"Cards Services" shall mean the services relating to the offering of the Cards to the Users under the relevant guidelines of RBI.

"T&C" shall mean these terms and conditions as set out herein.

"Transaction" shall mean an online or an offline purchase of goods and services from Merchants or payments for purchase of goods and services or for any other specified purpose to a Merchant or to any other customer, or transfer of funds to any bank account, by the use of Cards or through any other modes as determined by the Card Issuer Bank from time to time and shall also include load / reload of the Cards.

2. ELIGIBILITY AND REGISTRATION INCLUDING KYC PROCEDURE

2.1. The Card is being issued by Card Issuer who shall act as a partner of the Card Issuer Bank and shall be responsible for the issuance, marketing, distribution and servicing (including customer service) of the Card.

2.2. By accepting these 'terms and conditions' as set out in this T&C or by otherwise using the Card Services or the Card Issuer site, the Cardholder Entity / represents that it has not been previously suspended / debarred from the use of such similar Card Services. Cardholder Entity / Cardholder represent and warrant that Cardholder have the right, authority and capacity to enter into 'terms and conditions' as set out in this T&C and to abide by all of the terms and conditions contained herein. Cardholder Entity / Cardholder shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

2.3. No individual or entity shall misrepresent its identity, age, other demographic, parental, residence, ownership, nature of business information or other such information required to enforce any laws and regulations of India, intentionally or accidentally, and wrongfully use Card. Cardholder Entity / Cardholder shall be liable for all misrepresentations and / or wrongful usage of service in violation of the 'terms and conditions' as set out in this T&C and / or the Applicable Laws and guidelines issued by the competent authorities of India.

2.4. The Card Issuer as well the Card Issuer Bank reserve the right to deny, suspend and terminate Card Services to Cardholder Entity / Cardholder, with or without prior notice



in any form, if it suspects, has reason to believe or upon request or instruction from a competent authority has been informed, that Cardholder Entity / Cardholder have violated any of the terms, rules, laws, regulations and guidelines.

2.5. In order to register, create and use a Card, Card Issuer / Card Issuer Bank may require that Cardholder Entity / certain personal information, including but not limited to your name, address, mobile phone number, e-mail address, date of birth, preferred language of communication, etc. to Card Issuer Bank and Card Issuer. Cardholder Entity / Cardholder agree that the personal information of the Cardholder Entity/ Cardholder provide to Card Issuer / Card Issuer Bank upon registration and at all other times will be true, accurate, correct and complete. Cardholder Entity / Cardholder agree to maintain and update this personal information to keep the personal information true, accurate and complete.

2.6. Cardholder Entity / Cardholder hereby authorize Card Issuer and Card Issuer Bank, directly or through third parties, to make any inquiries that Card Issuer / Card Issuer Bank may consider necessary to validate Cardholder Entity / Cardholder identity and / or authenticate Cardholder Entity / Cardholder identity. This may include asking Cardholder Entity / Cardholder for further information and / or documentation about Cardholder Entity / Cardholder account usage or identity, or requiring Cardholder Entity / Cardholder to confirm identification by furnishing KYC (know your customer) documentation, ownership of Cardholder Entity / Cardholder email address, telephone number or financial instruments, among others. This process is for internal verification purposes. Cardholder Entity / Cardholder agree and acknowledge that the Card Issuer shall assist the Card Issuer Bank with the KYC process. The collection, verification, audit and maintenance of correct and updated customer information is a continuous process and Card Issuer Bank and the Card Issuer reserve the right, at any time, to take steps necessary to ensure compliance with all relevant and applicable KYC requirements.

2.7. Before the issuance of the Card, the Card Issuer Bank and Card Issuer shall undertake a KYC process:

2.7.1. The Card Issuer Bank and Card Issuer shall follow the Know Your Customer (KYC) / Anti-Money Laundering (AML) / Combating Financing of Terrorism (CFT) procedures, as is applicable to banks under the RBI guidelines.

2.7.2. Card Issuer Bank / Card Issuer reserves the right to discontinue the Cards / Cards Services / reject applications for Cards Services at any time if there are discrepancies in information and / or documentation provided by Cardholder Entity / Cardholder or if the information / documentation provided by Cardholder Entity / Cardholder is found to be incorrect or wrong. In addition, in such an event, Card Issuer Bank reserves the right to forfeit the balance therein.

3. PURCHASE AND USE OF CARDS

3.1. The Cardholder can use the Card to pay for charges incurred for transactions conducted by the Cardholder at

the Merchant Partners and the Merchant Partner accepting MasterCard/Visa Credit Cards and RuPay, as the case may be, subject however, that Card Issuer Bank / Card Issuer reserve the right at any time to refuse without any notice to permit the use of the Card at the Merchant Partner for any reason whatsoever. The Card Issuer Bank / Card Issuer reserves the right to block/reissue Card to avoid instances of card misuse due to use at risky/fraud sensitive geographies or merchant locations. The Card Issuer Bank / Card Issuer also reserves the right to decline certain transactions without blocking the card based on bank's internal risk based transaction monitoring criterion. Such action may be without Cardholders member's specific consent on the same to ensure quick and timely action by the bank. The intent here is to avoid potential fraud risk on the card and is done as a precautionary measure for the mutual protection against any kind of fraud against the bank and/or the Cardholder.

3.2. The Card may be used only within the Credit Limits notified by the Card Issuer Bank / Card Issuer or within the Credit Limits fixed by the Card Issuer Bank / Card Issuer time to time.

3.3. The Card should be used only for lawful, bonafide personal purposes and its use is neither permitted for any money laundering, anti-social or speculative activities. If the Card is noted to be used for prohibited, restricted or business purposes, the Card Issuer Bank / Card Issuer may, at its sole discretion, exercise its right to close the concerned Card and additional/add-on cards thereof without any notice. The Cardholder specifically acknowledges and understands that the Cardholder shall not misuse in any manner whatsoever or use/allow the usage of the Card for dispensation of cash at any merchant establishments or by/through any other un-authorized person, or in any way whatsoever. It may be noted that Card Issuer Bank / Card Issuer has the right to enquire over the phone or through formal communication, seek details, proofs, etc., about card transactions/pattern of usage, etc., and the Cardholder is contractually bound to provide the information sought from time to time by the Card Issuer Bank / Card Issuer. Lack of co-operation and / or non-satisfactory responses from you would lead to blocking/closure of the Card.

3.4. It is clarified that charges incurred may in case of some Merchant Partners, include a charge for the availment of the purchase or other facility. Such charges therein may be included in the statements generated and are payable by the Cardholder. The Cardholder may be required to sign the charge-slip and/or enter a PIN during the transaction. The Cardholder must collect the charge-slip after the transaction. Without prejudice to anything contained hereinafter in the Terms and Conditions, the Cardholder acknowledges and understands the relevant guidelines issued by the RBI.

3.5. It is clarified that if the Cardholder opts for payment instruction /standing instruction/ automatic BillPay facility, the Card will be auto-billed for the monthly dues or charges as and when they are requested by the biller for debit. Such



payment instructions are set basis customer's specific request or biller payment policy /mandate as sign up criteria and such payments will be executed from the Card if the card is open and in good standing. However, if the Card has been blocked (e.g. reported lost/stolen) without a replacement card issuance, then in such instances, the payment instruction may lapse, without any responsibility to the Card Issuer Bank / Card Issuer, due to non-availability of an open card to debit/ charge per the instruction.

4. **CASH WITHDRAWALS AND TRANSFERS**

- 4.1. The Card member can use the Card to access cash from Automated Teller Machines ("ATMs") located at branches of the Card Issuer Bank/Card Issuer and from other locations as decided periodically subject to the additional terms applicable to usage of ATMs.
- 4.2. The minimum and maximum amount that can be accessed in a single withdrawal on the Card at ATMs will be specified or fixed by Card Issuer Bank / Card Issuer periodically. Such threshold at non- Card Issuer Bank ATMs would be as per other bank's policies and discretion. The total amount that can be withdrawn in cash at any point in time would be governed by available cash limits. The Cardholder may choose to retain the transaction confirmation slip generated by the ATM with him. The Cash advance fee as communicated via the Schedule of Charges published in the MITC and the Card Issuer Bank/ Card Issuer website and as amended from time to time at the sole discretion of Card Issuer Bank / Card Issuer, would be levied and would be billed to the Cardholder.
- 4.3. The Card member has the facility of accessing cash through the use of the Card in the ATMs that accept the Card. To enable such use, an ATM-Personal Identification Number ("A-PIN") will be issued to the Cardholder and for the convenience of the Cardholder, the A-PIN will, at the risk of the Cardholder, be encoded on the Card prior to its delivery to the Card member. The Cardholder shall not use the A-PIN after the disclosure of the same to any third party and immediately contact the Card Issuer Bank / Card Issuer for further action.
- 4.4. The Cardholder acknowledges that the facility of cash withdrawal is made available by Card Issuer Bank / Card Issuer on a best effort basis and will not hold the Card Issuer Bank / Card Issuer responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardholder to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.
- 4.5. Any withdrawal found to be suspicious will be held back and reversed into the Cards. The Cards will also be suspended for operations and no Transactions will be possible pending an investigation. A notification will be given to Cardholder Entity / Cardholder at the discretion of Card Issuer Bank/Card Issuer, if Cardholder Entity / Cardholder are the subject of an investigation. If Cardholder Entity / Cardholder are able to provide a justification for the withdrawal to the satisfaction of Card Issuer Bank / Card Issuer, Cardholder Entity / Cardholder Cards will be removed from suspension and Cardholder

Entity / Cardholder would be free to transact using Cardholder Entity / Cardholder Cards.

- 4.6. In the case of no information being provided by Cardholder Entity / Cardholder for a suspended Cards – the Cards will continue to be suspended till its validity and the amount will be forfeited as required by Card Issuer Bank/ Card Issuer.
 - 4.7. No cash withdrawal is permitted on Cards purchased without providing full KYC information to the satisfaction of the Card Issuer Bank/ Card Issuer. Where permitted, Card Issuer Bank/ Card Issuer reserves the right to enable or disable various withdrawal modes like ATMs, cash withdrawal at PoS at its own discretion. Card Issuer Bank/ Card Issuer reserves the rights to set various limits like per transaction, daily, weekly and monthly transaction value, volume and frequency.
 - 4.8. Card Issuer Bank/ Card Issuer, at its discretion, may offer card to card, wallet to wallet, person to person, person to merchant, person to bank transfers and any other transfers as and when permitted by RBI/ any other regulatory authorities, from the Cards. Such transfers are governed by Domestic Money Transfer ("DMT") guidelines issued by Reserve Bank of India. Card Issuer Bank/ Card Issuer reserves rights to set different limits for such transactions from time to time, such that those limits are at least as restrictive as the limits specified under DMT guidelines.
 - 4.9. Card Issuer Bank may use interbank transfer mechanisms like IMPS and NEFT offered by NPCI. Given the inherent complexity of such mechanisms, Card Issuer Bank/ Card Issuer can neither guarantee any time taken to credit the destination bank account nor can it assure success of the transfer. Card Issuer Bank/ Card Issuer shall debit the transferring user's account immediately upon initiation of transfer and shall credit these funds back if Card Issuer Bank/ Card Issuer is certain that the funds haven't been received by the destination account and shall never be received. The User transferring the funds is solely liable for providing accurate information of the recipient of the funds. Card Issuer Bank/ Card Issuer shall not be responsible for any errors in the account identifiers or other codes specified to identify the transferee's account. User shall acknowledge that Card Issuer Bank/ Card Issuer has no information to verify the intended recipient of the transfer and shall be indemnified by the transferor of any legal or financial liability arising out of such transfer, whatsoever.
 - 4.10. Card Issuer Bank/Card Issuer reserves the right to delay withdrawals while screening for risk, or request Cardholder Entity / Cardholder to provide additional information to verify Cardholder Entity / Cardholder identity and may limit the amount Cardholder Entity / Cardholder can withdraw until the information is verified.
- #### 5. **USAGE GUIDELINES**
- 5.1. The issue and use of the Cards shall be subject to the rules and regulations issued by Card Issuer Bank/ Card Issuer from time to time, as set out on the Card Issuer and Card Issuer Bank website.



- 5.2. Card Issuer Bank / Card Issuer has the absolute discretion to withdraw the Cards and/or the Cards Services thereby provided or amend or supplement any of the above Terms and Conditions at any time without prior notice to Cardholder Entity / Cardholder.
- 5.3. The Cards may be used through the third party Merchant partners authorised by Card Issuer and Card Issuer Bank.
- 5.4. Cardholder Entity / Cardholder shall at all times ensure that the Cards credentials are kept safe and shall under no circumstances whatsoever allow the Cards to be used by any other individual or entity. Cardholder Entity / Cardholder shall be responsible for all facilities granted by Card Issuer Bank/ Card Issuer and for all related charges and shall act in good faith in relation to all dealings with the Cards and Card Issuer Bank and Card Issuer.
- 5.5. Cardholder Entity / Cardholder are responsible for the security of the Cards and shall take all steps towards ensuring the safekeeping thereof. Cardholder Entity / Cardholder shall not disclose Cardholder Entity / Cardholder password to anyone verbally or in writing nor record it elsewhere.
- 5.6. Cardholder Entity / Cardholder will be liable for all charges incurred on the Cards until the Cards is reported for closure.
- 5.7. In case of any dispute relating to the time of reporting and/ or transaction/s made on the Cards or any other matter in relation to the said Cards, Card Issuer Bank/ Card Issuer shall reserve the right to ascertain the time and/ or the authenticity of the disputed Transaction.
- 5.8. Cardholder Entity / Cardholder agree to adhere to all Applicable Laws and all such regulations, guidelines and rules prescribed from time to time by Card Issuer Bank, Card Issuer, RBI and any other regulatory body.
- 5.9. Cardholder Entity / Cardholder shall be bound to comply with the terms and conditions and all the policies stipulated by Card Issuer Bank/ Card Issuer from time to time in relation to the Cards. Card Issuer Bank/Card Issuer may, at its sole discretion, refuse to accept the application or to issue Cards to Cardholder Entity / Cardholder.
- 5.10. Cardholder Entity / Cardholder shall not use the Cards Services for any purpose that might be construed as contrary or repugnant to any Applicable Laws, regulations, guidelines, judicial dicta, Card Issuer policies, Card Issuer Bank/ Card Issuer policies or public policy or for any purpose that might negatively prejudice the goodwill of the Card Issuer Bank and Card Issuer.
- 5.11. Cardholder Entity / Cardholder shall accept full responsibility for wrongful use of the Cards which is in contravention of this T&C. Cardholder Entity / Cardholder shall indemnify Card Issuer Bank and/or Card Issuer to make good any loss, damage, interest or any other financial charges that Card Issuer Bank and/or Card Issuer may incur and or suffer whether directly or indirectly as a result of Cardholder Entity / Cardholder usage of Cards and Cardholder Entity / Cardholder violating any of this T&C.
- 5.12. Card Issuer Bank/ Card Issuer reserves the absolute discretion and liberty to decline or honor the authorization request on the Cards without assigning any reason thereto.
- 5.13. Cardholder Entity / Cardholder acknowledge and understand that the Cards Services are linked to internet connection (in case of internet/mobile accounts and wallets) and Card Issuer Bank/ Card Issuer shall not be responsible for any loss or interruption of the Cards Services.
- 5.14. Cardholder Entity / Cardholder acknowledge and understand that the information submitted by Cardholder Entity / Cardholder for availing the Cards Services or information submitted while using the Cards Services may be shared with third parties inter alia, to facilitate the provision of the Cards Services.
- 5.15. Card Issuer Bank through Card Issuer may request Cardholder Entity / Cardholder to submit additional KYC information/documents as part of ongoing monitoring and due diligence.
- 5.16. Card Issuer Bank and Card Issuer may at their sole discretion, utilize the services of external service providers or agents and on such terms as required or necessary, in relation to its products/services.
- 5.17. The Cards and Cards Services are not transferable or assignable by Cardholder Entity / Cardholder under any circumstances.
- 5.18. To protect any un-authorized use of the card, it is advised that Cardholder Entity / Cardholder shall keep the card under Cardholder Entity / Cardholder personal custody at all the times, and shall under no circumstances whatsoever allow the card to be used by any other individual or entity. The cardholder should sign on the reverse of the card in the signature panel immediately upon receipt of the card from Card Issuer Bank/ Card Issuer.
- 5.19. Cards are treated like cash, and Card Issuer Bank/ Card Issuer shall not be liable for the misuse, loss or theft of cards. Card Issuer Bank/ Card Issuer will not reissue new card for any reason, including the loss, theft or expiration of such card.
- 5.20. The card is the property of Card Issuer Bank/ Card Issuer and must be returned to an authorized person of Card Issuer Bank / Card Issuer on request or surrendered to Card Issuer Bank / Card Issuer in the event of the User no longer requiring the services.
6. **UNAUTHORISED OR ILLEGAL USE AND RELATED AUTHORIZATIONS**
- 6.1. Cardholder Entity / Cardholder declare that Cardholder Entity / Cardholder shall use the Cards/ Cards Services only for lawful purposes in a lawful manner as may be permitted by Card Issuer Bank and Card Issuer and for no other purposes whatsoever. Cardholder Entity / Cardholder agree that Cardholder Entity / Cardholder will not use the Cards/ Cards Services for payment of any illegal/unlawful purchases/purposes.
- 6.2. Cardholder Entity / Cardholder shall be responsible for using the Cards Services, in compliance with Applicable Law including without limitation all rules, financial service regulations issued by the RBI, the issuing bank and the competent authorities.
- 6.3. Cardholder Entity / Cardholder agree and acknowledge that Card Issuer Bank/ Card Issuer may, at any time decide not

to process any Transactions, and block the Cards if Card Issuer Bank/ Card Issuer believes that the same is in violation of Applicable Law or which may expose Cardholder Entity / Cardholder, Card Issuer Bank/ Card Issuer, the Merchants, or other users to harm. Harm includes but is not limited to financial loss, compromise of privacy of personal information.

6.4. Cardholder Entity / Cardholder agree and undertake that Cardholder Entity / Cardholder shall under no circumstance, share Cardholder Entity / Cardholder access credentials or permit others to use Cardholder Entity / Cardholder identity in the use of Cards Services or attempt to use the Cards from any other device. If a Customer is found to be violating this T&C, Card Issuer Bank/ Card Issuer reserves its rights to prevent the relevant Customer from using the Cards/ Cards Services any further. Cardholder Entity / Cardholder also agrees that Cardholder Entity / Cardholder shall be solely responsible for any consequences resulting from any unauthorized use of the Cards Services/ Cards.

6.5. Cardholder Entity / Cardholder may not use contact information provided by Card Issuer Bank/ Card Issuer or other users or harvest such information for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications such as spam. Cardholder Entity / Cardholder may not allow others to use Cardholder Entity / Cardholder Cards to violate the terms of this section. We may terminate Cardholder Entity / Cardholder Cards/ Cards Services immediately and take other legal action if Cardholder Entity / Cardholder or anyone using Cardholder Entity / Cardholder credentials violates these provisions. For provision of certain services, the Cards may have additional terms (such as policies, guidelines and rules) that will further govern Cardholder Entity / Cardholder use of that particular service and supplement this T&C. If Cardholder Entity / Cardholder choose to register for or access any such services, Cardholder Entity / Cardholder will be presented with any relevant additional terms and conditions at that time. By using those services, Cardholder Entity / Cardholder agree to comply with such additional guidelines and rules.

7. TERMINATION AND VALIDITY OF CARD

7.1. The Cards will expire on the last working day of the month and the year indicated on the Cards or as may be intimated to Cardholder Entity / Cardholder by Card Issuer Bank/Card Issuer. The User shall be intimated 30 days prior to the expiry date to utilise the balance amount in the Cards by an SMS and/ or E-mail. The balance amount in the Cards after the expiration date shall be forfeited by Card Issuer Bank/Card Issuer and the User cannot claim the amount under any circumstances, whatsoever. However, to the extent permitted under Applicable Laws, Card Issuer Bank/Card Issuer may at its sole discretion, close or wind up any Cards Services or amend any of its features with notice to its User, even prior to the expiry of the Cards.

7.2. Card Issuer Bank/ Card Issuer shall be entitled to terminate the Cards/ Cards Services with immediate effect even prior to its expiry by efflux of time, upon the occurrence of any

of the following events: (i) the User intimating the loss of the Cards; (ii) any breach of this T&C; (iii) upon a specific request from the User to cancel or suspend the Cards; (iv) Card Issuer Bank/ Card Issuer is unable or otherwise prevented from processing payments in relation to the Cards for reasons beyond its reasonable control, including but not limited to restrictions imposed by law or regulation; (v) demise of the User; (vi) reported lunacy/insanity/unsound mind of the User; (vii) if Card Issuer Bank/ Card Issuer deems that the Cards Services are being misused / improperly used in any manner; and (viii) if any adverse report is received from any of Card Issuer Bank's branches in the network or from any regulatory or monitoring authority.

7.3. In addition, Card Issuer Bank or Card Issuer may, at any time, with or without notice, at its absolute discretion, terminate the Cards Services. Card Issuer Bank or Card Issuer may also restrict or suspend the use of Cards Services at any time without prior notice, if Card Issuer Bank/ Card Issuer reasonably believes it necessary for business or security reasons.

7.4. The privileges of the Card may be withdrawn and the Card cancelled by Card Issuer Bank/Card Issuer, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Cardholder or assigning any reason therefore) either temporarily or permanently.

7.5. In case of no activity / transaction on the Card has remained inoperational for the past 12 Months or any such period as deemed fit by the Card Issuer Bank/Card Issuer credit committee, may exercise its right to close the concerned inactive Card(s).

7.6. Any withdrawal (whether temporary or permanent) shall constitute cessation of Card membership altogether until the Card member is readmitted. In case the charge facilities are at any time withdrawn (whether temporarily or permanently) the same shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to Card membership. Card membership may be withdrawn and Account closed at any time without reference to the validity period embossed on the Card. Further, Card Issuer Bank/Card Issuer may also restrict, terminate or suspend the use of the Card member Account at any time without prior notice if Card Issuer Bank/Card Issuer reasonably believes it necessary for business or security reasons.

7.7. The Card member agrees to surrender the Card to Card Issuer Bank/Card Issuer or its representative, upon being requested to do so either by Card Issuer Bank/Card Issuer or its representative. Use of the Card after notice of withdrawal of its privileges is fraudulent and subjects the user to legal proceedings. Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the last address of the Cardholder known to Card Issuer Bank/Card Issuer would have been received in the ordinary course of post/courier service. Card Issuer Bank/Card Issuer shall not be held accountable for delays/non-receipt of such withdrawal notices in the post/courier service.

7.8. Subject to verification, the Cardholder can terminate the Terms and Conditions at any time by writing to Card Issuer Bank/Card Issuer or intimating the request for closure to Card Issuer Bank/Card Issuer. Upon termination for any reason whatsoever, whether at the instance of the Cardholder or Card Issuer Bank/Card Issuer, the Cardholder shall remain liable for all charges incurred by the use of the Card. The Card member acknowledges and agrees (subject to any default or other notice required by law) to immediately pay to Card Issuer Bank/Card Issuer the total outstanding balance on the Card / the Account, including without limitation all amounts due to Card Issuer Bank/Card Issuer under the Terms and Conditions (including all transactions and other amounts not yet charged to the Card / the Account). It is expressly understood that the Account will not be considered as closed by the Card Issuer Bank/Card Issuer until the Card member has paid all such due amounts. The Card member specifically acknowledges that once his Account is closed, the privileges of the Card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Card Issuer Bank/Card Issuer. The Card member also acknowledges that the aforementioned takes precedence over any communication in this context that the Card member might receive during the normal course.

8. FEES AND CHARGES

8.1. All fees and charges related to Cards including all fees and charges due to Card Issuer Bank/ Card Issuer (including applicable charges set out in the fee table provided by Card Issuer to the User, or due to third parties). The fee and charges shall be updated through policies as set out on Card Issuer website.

9. USER'S OBLIGATIONS AND COVENANTS

9.1. Cardholder Entity / Cardholder shall be solely liable for entering into any Transaction and the risk arising thereof.

9.2. Cardholder Entity / Cardholder accept that at Cardholder Entity / Cardholder request and risk, Card Issuer Bank has agreed to provide Cardholder Entity / Cardholder the Cards/ Cards Services and Cardholder Entity / Cardholder accept full responsibility for all Transactions recorded by use of Cardholder Entity / Cardholder Cards.

9.3. All authorizations and power conferred by Cardholder Entity / Cardholder on Card Issuer Bank /Card Issuer are irrevocable.

9.4. Any instruction given by means of the Cards shall be irrevocable.

9.5. Cardholder Entity / Cardholder shall, in all circumstances, accept full responsibility for the use of the Cards, whether or not processed with Cardholder Entity / Cardholder knowledge or Cardholder Entity / Cardholder authority, expressed or implied.

9.6. Cardholder Entity / Cardholder irrevocably authorize Card Issuer Bank to debit the amounts utilized by using the Cards for Transactions from Cardholder Entity / Cardholder Cards.

9.7. Card Issuer Bank shall have discretion not to allow Cardholder Entity / Cardholder to carry out a Transaction where it has reason to believe that the use of Cards is not

authorized or the Transaction appears ambiguous or unclear or such as to raise a doubt.

9.8. The User shall not use any Cards/ Cards Services to commit, aid, support or conceal any fraudulent, criminal, illegal, prohibited or objectionable activity whatsoever.

9.9. The User shall bring to the notice of Card Issuer Bank, any violations of this T&C or any suspicious activity as and when the User becomes aware of it.

9.10. The User shall acknowledge the risks associated with electronic financial transactions and shall use all such services offered by Card Issuer Bank at the User's own risk.

9.11. The User shall accept Card Issuer Bank's record of the Transactions as conclusive and binding for all purposes.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1. Card Issuer Bank/ Card Issuer relies on several third party services in delivering its services. Card Issuer Bank/Card Issuer shall not be held liable for any delays, failures, lack of accurate status or fulfilment of Transactions or making available information about past transactions that are dependent on third parties.

10.2. The Card Issuer/ Card Issuer may, at its sole discretion, make several promotional offers such as issuance of vouchers, announcing discounts, etc. Cardholder Entity / Cardholder expressly agree and acknowledge that Card Issuer Bank/Card Issuer shall not be responsible or liable in any manner in respect of any such promotional or other offers made by Card Issuer/Card Issuer. Card Issuer Bank/ Card Issuer disclaims all liability arising out of any such offer issued by Card Issuer and availed by the User.

10.3. Card Issuer Bank/ Card Issuer makes reasonable efforts to keep its machines, services available. Several factors outside the control of Card Issuer Bank/Card Issuer may disrupt availability and quality of services. Card Issuer Bank/Card Issuer shall make reasonable efforts to keep Users informed about the service quality and availability issues through one or more electronic or digital channels.

10.4. Card Issuer Bank/ Card Issuer updates its services regularly to provide better experience and/or more capabilities to Users. In the process, Card Issuer Bank/Card Issuer may introduce faulty behaviour, lose information related to past transactions, discontinue or break previously available services. Card Issuer Bank disclaims any and all warranties including, but not limited to any warranties concerning the availability, accuracy, usefulness, correctness or completeness of information, and any warranties of title, warranty of non-infringement, freedom from computer virus, warranties of merchantability or fitness for a particular purpose, other than those warranties which are incapable of exclusion, restriction or modification under Applicable Laws.

10.5. Card Issuer Bank/ Card Issuer employs reasonable technology and systems to guard access to the User's accounts and information. However, the User acknowledges that the User is solely responsible for protecting account information and that Card Issuer Bank/Card Issuer is providing authentication, authorisation and access control services for the User's information on a best effort basis and that the User cannot hold Card Issuer



Bank/Card Issuer or any of its associates or affiliates responsible for any compromise, loss, theft or damage to such information, irrespective of the cause. Card Issuer Bank/Card Issuer may deny access to the User's accounts maintained with it, if it suspects or has reasonable doubt to suspect or if so instructed by competent regulatory or legal authority or upon its sole assessment of risk, abuse and non-compliant activities associated with such account.

- 10.6. Card Issuer Bank/Card Issuer shall be entitled to rely upon any third party systems, tools or mechanisms to safeguard its own systems against any fraud. Such third party systems may rely upon the User's data and information for detection and mitigation of fraud.
- 10.7. The User acknowledges that the User or third party content presented is obtained from sources believed by Card Issuer Bank/Card Issuer to be reliable. Card Issuer Bank/Card Issuer does not provide any guarantee with respect to such content and Card Issuer Bank/Card Issuer shall not be held liable for any loss suffered by Users based on their reliance on or use of such data, whether any such data is published on the website of Card Issuer Bank/Card Issuer or in its communications to the Users.
- 10.8. Without prejudice to the foregoing, Card Issuer Bank/Card Issuer shall be under no liability whatsoever to Cardholder Entity / Cardholder in respect of any loss or damage arising directly or indirectly out of:
 - 10.8.1. any issue emerging post availing of the goods and services from the Merchant;
 - 10.8.2. the refusal to honor or to accept the Cards;
 - 10.8.3. the malfunction of any computer/PoS terminal;
 - 10.8.4. effecting transaction instructions given other than by a Customer;
 - 10.8.5. handing over of the Cards credentials by Cardholder Entity / Cardholder;
 - 10.8.6. the exercise by Card Issuer Bank/Card Issuer of its right to demand and procure the surrender of the Cards prior to the expiry, whether such demand and surrender is made and/or procured by Card Issuer Bank/Card Issuer or by any person or computer terminal;
 - 10.8.7. the exercise by Card Issuer Bank/Card Issuer of its right to terminate any Cards;
 - 10.8.8. any injury to the credit, character and reputation of Cardholder Entity / Cardholder alleged to have been caused by the repossession of the Cards and/ or, any request for its return or the refusal of any Merchant Establishment to honor or accept the Cards; and
 - 10.8.9. any mis-statement, misrepresentation, error or omission in any details disclosed by Card Issuer Bank or Card Issuer as otherwise required by law.
- 10.9. If Card Issuer Bank or Card Issuer receives any process, summons, order of injunction, execution, distraint, freezing, levy, lien, information or notice which Card Issuer Bank or Card Issuer in good faith believes/ calls into question Cardholder Entity / Cardholder's ability, or the ability of someone purporting to be authorized by Cardholder Entity / Cardholder, to transact on the Cards, Card Issuer Bank may, at its option and without liability to Cardholder Entity / Cardholder or such other person,

decline to allow Cardholder Entity / Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by Applicable Law. Card Issuer Bank/Card Issuer reserves the right to deduct from the balance available on the Cards, a service charge and any expenses it incurs, including without limitation legal fees, due to legal action involving Cardholder Entity / Cardholder's Cards.

- 10.10. The Cards Services are provided on an "as is" and "as available" basis. Use of the Cards Services is at Cardholder Entity / Cardholder own risk. To the maximum extent permitted by Applicable Law, the Cards Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. No advice or information, whether oral or written, obtained by Cardholder Entity / Cardholder from Card Issuer Bank or Card Issuer or through the Cards Services will create any warranty not expressly stated herein. Without limiting the foregoing, Card Issuer does not warrant that the content is accurate, reliable or correct; that the Cards Services will meet Cardholder Entity / Cardholder requirements; that the Cards Services will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Cards Services will be free of viruses or other harmful components. Neither Card Issuer Bank nor Card Issuer will be liable for any loss or damage whatsoever or howsoever caused or arising, directly or indirectly, including without limitation, as a result of loss of data; interruption or stoppage of access to and/or use of the Cards Services; interruption or stoppage of the websites of Card Issuer Bank or Card Issuer, non-availability of connectivity links / hyperlinks.
- 10.11. Any content downloaded or otherwise obtained through the use of the Cards Services is downloaded at Cardholder Entity / Cardholder own risk, and Cardholder Entity / Cardholder will be solely responsible for any damage to Cardholder Entity / Cardholder property or loss of data that results from such download.
- 10.12. Cardholder Entity / Cardholder acknowledges that Card Issuer Bank/Card Issuer shall not be responsible nor shall they be liable to indemnify Cardholder Entity / Cardholder in the event of any loss or damage suffered by Cardholder Entity / Cardholder due to any cause or reason beyond the control of Card Issuer Bank including, but not limited to, misplacement of the Cards or PIN (in case the Cards is a card), mechanical or technical failure and down time, connectivity down time etc. Without prejudice to the foregoing, Card Issuer Bank/Card Issuer shall be under no liability what so ever to Cardholder Entity / Cardholder in respect of any loss or damage arising directly or indirectly due to use of the Cards / Cards Services.
- 10.13. Card Issuer/Card Issuer does not, endorse, guarantee, or assume responsibility for products advertised or offered by a third party through the Cards Services or any hyperlinked website or Cards Service, or featured in any banner or other advertising, and neither Card Issuer Bank nor Card Issuer



will be a party to or in any way monitor any transaction between Cardholder Entity / Cardholder and third-party providers of goods and/ or services.

11. EVENT OF DEFAULT

11.1. The occurrence of any of the following events (herein referred to as “**Events of Default**”) shall qualify as an Event of Default, and at the option of Card Issuer / Card Issuer Bank, Card Issuer/ Card Issuer Bank shall be entitled to give notice via statement to the Cardholder declaring that all sums of interest, costs, charges and expenses and other sums remaining outstanding under or in respect of the Card are due and payable and upon such declaration, the same will become due the payable forthwith, notwithstanding anything to the contrary in this Card User T&C or in any other T&C(s) or instruments. Further, the Card Issuer/ Card Issuer Bank will, at its sole discretion, have the right to block/close the Card Account in case of an Event of Default:

- a) Payment of Dues: If any delay shall have occurred in payment of any dues under the Card and / or in payment of any other amounts (including special payment plans such as rewrites/settlements) or any part thereof due and payable to the Card Issuer/ Card Issuer Bank in terms of this T&Cs and such dues or other amount remains unpaid for thirty (30) days from the due date thereof;
- b) Performance of Covenants: If default shall have occurred in the performance of any other covenants, conditions or T&Cs on the part of the Cardholder under this T&Cs;
- c) Supply of misleading information: If any information given by the Cardholder to the Card Issuer/ Card Issuer Bank in the card application or otherwise is found to be misleading or incorrect in any material respect/ falsified information / misinterpretation of facts / fabricated documents;
- d) Failure to furnish information / documents: If the Cardholder fails to furnish any information and/or documents to the Card Issuer/ Card Issuer Bank that may be required to be furnished by the Cardholder in accordance with the relevant laws or regulations or any other appropriate information/and or documents (including any proof of identification documents and/or photographs) as may be required under the Bank’s/RBI’s guidelines on Know Your Customer (“KYC”) / Anti – Money Laundering (“AML”) / Combating of Financing Terrorism (“CFT”) purposes, which the Card Issuer may reasonably request from time to time.
- e) Non-payment / non-delivery of cheque(s)/other payment mechanism: If a cheque in respect of any monthly due or other payment is dishonoured or if a cheque/ECS/ACH/SI in respect of any payment is not paid on the due date thereof or if a cheque/ECS/ACH in respect of any payment is not paid on the due date thereof;
- f) Artificial enhancement of credit limit and/or multiple cheque returns: If Card Issuer/ Card Issuer Bank notices multiple cheques being presented favouring

the Card to artificially enhance the credit limit assigned to the concerned Card and/or these cheques being dishonoured or returned by the Cardholder’s banker;

- g) Default on other loans/facilities: If the Cardholder makes a default in performance of any of the terms, covenants and conditions of any loans/facilities, including but not limited to other credit card(s) provided by the Cardholder or any other banks, financial institutions or entity, to the Cardholder;
- h) Insolvency: If the Cardholder commits an act of insolvency or makes an application for declaring itself an insolvent or an order is passed against the Cardholder declaring him an insolvent;
- i) Material Adverse Change: There occurs any material adverse change in the financial condition of the Cardholder or any other event or circumstance, which in the sole opinion of Card Issuer prejudicially affects the Bank’s interest;
- j) Involvement in Civil Litigation and Criminal Offence: If the Cardholder is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Cardholder; or
- k) There exists any other circumstances which in the sole opinion of the Card Issuer/ Card Issuer Bank, jeopardizes the Bank’s interest.

11.2. Without prejudice to all other rights Card Issuer/ Card Issuer Bank may have under these T&C, on the occurrence of an Event of Default, the Cardholder shall be sent reminders from time to time by Card Issuer/third parties appointed by Card Issuer/ Card Issuer Bank for settlement of any outstandings on the Card Account or for taking any remedial action on the Card Account/ Cardholder, by visits (of representatives of Card Issuer/third parties appointed by Card Issuer in this regard), post, fax, telephone, e-mail, SMS/text messaging. Any third parties so appointed shall fully adhere to the code of conduct on debt collection.

11.3. In the event of the Cardholder committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other T&C, document or instrument between the Cardholder and the Card Issuer, the Card Issuer shall be entitled at its absolute discretion to inter alia:

- a) Call upon the Cardholder to pay forthwith the outstanding balance on the Card together with interest and all sums payable by the Cardholder to the Bank under these T&C and/or any other T&Cs, documents or instruments between the Cardholder and the Card Issuer;
- b) Exercise the Card Issuer’s right of lien and set-off all monies and accounts standing in the Cardholder’s name with the Card Issuer.
- c) Without prejudice to the above, the Card Issuer shall have the right to proceed against the Cardholder



- independent of any right of lien/set-off to recover the outstanding dues from the Cardholder.
- d) If any dues or outstandings payable by the Cardholder to the Card Issuer hereunder remains due and payable, the Cardholder shall be reported to the Reserve Bank of India or any other authority as required under the applicable regulations/laws.
- e) exercise and enforce all rights and remedies available in Applicable Law for recovery of monies from Cardholder.
- 11.4. Notwithstanding, the Card Issuer, shall have the right to make any disclosures or make any reporting's of the Cardholder before any credit rating agencies/companies/bureaus or any other government body, as required under applicable law.
12. **INDEMNITY**
- 12.1. In consideration of Card Issuer Bank / Card Issuer providing Cardholder Entity / Cardholder with the facility of the Cards, Cardholder Entity / Cardholder hereby agrees to indemnify and keep Card Issuer Bank / Card Issuer indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs, charges and expenses whatsoever which Card Issuer Bank / Card Issuer may at any time incur, sustain, suffer or be put to, as a consequence of or by reason of or arising out of, directly or indirectly providing Cardholder Entity / Cardholder, the said facility of the Cards or by reason of Card Issuer Bank's / Card Issuer's acting in good faith and taking or refusing to take or omitting to take action on Cardholder Entity / Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of Cardholder Entity / Cardholder; breach or noncompliance of the rules/ terms and conditions relating to the Cards or fraud or dishonesty relating to any Transaction by Cardholder Entity / Cardholder.
- 12.2. Cardholder Entity / Cardholder agrees to indemnify Card Issuer Bank/Card Issuer for any machine/ mechanical error/failure or any technical down time which is not in the control of Card Issuer Bank. Cardholder Entity / Cardholder shall also indemnify Card Issuer Bank fully against any loss on account of misplacement by the courier, or loss-in transit of the Cards and/or PIN mailer (in case the Cards is a card).
- 12.3. While Card Issuer Bank / Card Issuer makes reasonable effort to employ state of the art security measures appropriate for offering its services, it does not assure or guarantee that no person or entity will overcome or subvert the security measures and gain unauthorized access to its services or any accounts maintained with it. The Card Issuer Bank / Card Issuer shall not be liable if any unauthorized person hacks into or gains access to the services or to any User's Cards. Cardholder Entity / Cardholder shall indemnify Card Issuer Bank / Card Issuer of any liability arising out of such hacks or exploited vulnerabilities.
- 12.4. Card Issuer Bank / Card Issuer may use multiple mechanisms that rely on the User's information including but not limited to personal, contacts, financial, transactional and biometric data in establishing or re-establishing identity and/or authentication of the User. User acknowledges that no information either singularly or in combination with other information is sufficient to establish true identity and that Card Issuer Bank's efforts are on best efforts basis. The Cardholder Entity / Cardholder shall indemnify and keep indemnified Card Issuer Bank / Card Issuer of any consequences whatsoever arising out of mistaken identity and / or compromised access irrespective of the reason for such a compromise or vulnerability.
13. **DISCLOSURE OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**
- 13.1. Except for information that Cardholder Entity / Cardholder submit, all of the information available on or through the Cards / Cards Services and/or Card Issuer Bank's/Card Issuer's website, including without limitation, text, photographs, graphics and video and audio content, is owned by Card Issuer and its licensors and is protected by copyright, trademark, patent and trade secret laws, other proprietary rights and international treaties.
14. **GENERAL PROVISIONS**
- 14.1. The User cannot assign or otherwise transfer any rights, liabilities and/or obligations hereunder, to any third party and any such assignment or transfer or purported assignment or transfer shall be void ab initio. Card Issuer Bank's/ Card Issuer rights and/or obligations hereunder are freely assignable or otherwise transferable by it to any third parties without the requirement of seeking the User's prior consent. Card Issuer Bank/ Card Issuer may inform the User of such assignment or transfer in accordance with the notice requirements on best effort basis.
- 14.2. Any failure or delay by Card Issuer Bank/Card Issuer to enforce or exercise any provision hereof, or any related right, shall not constitute a waiver by Card Issuer Bank/Card Issuer of that provision or right. The exercise of one or more of Card Issuer Bank's/Card Issuer rights hereunder shall not be a waiver of, or preclude the exercise of, any other rights or remedies available to Card Issuer Bank/ Card Issuer hereunder or in law or at equity. Any waiver by Card Issuer Bank/ Card Issuer shall only be made in writing and executed by a duly authorized officer of Card Issuer Bank.
- 14.3. If performance of any service or obligation hereunder by Card Issuer Bank/Card Issuer is prevented, restricted, delayed or interfered with by reason of power outage, labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Card



Issuer Bank/Card Issuer or its third parties performing such services as sub-contractor to Card Issuer Bank and could not have been prevented by reasonable precautions (each, a "**Force Majeure Event**"), then Card Issuer Bank / Card Issuer shall be excused from such performance to the extent of and during the period of such Force Majeure Event. Card Issuer Bank/Card Issuer shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

- 14.4. Notwithstanding the foregoing, such of the T&C as are meant to survive termination / expiry hereof, will survive indefinitely unless and until Card Issuer Bank /Card Issuer chooses to terminate them.
- 14.5. Credit limit is basis the Card Issuer Bank's criteria and maybe changed as per banks discretion though the same would be pre informed to customers (through relevant communication channel)" "The Card Issuer Bank will, at its sole discretion, determine your Credit Limit and notify you of the same from time to time. You may, however, request for a lower limit for the Card Account, and for the Additional Cardmember. The Credit Limit assigned to an Additional Cardmember shall be restored to the assigned limit after every billing cycle. Your Credit Limit will also be shown on your monthly statement, together with the available credit amount at the statement closing date. The Card Issuer Bank on your request would revise the Credit Limit from time to time

15. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1. These T&C will be governed by and be construed in accordance with the laws of India. All disputes arising out of the same which remain unresolved, shall be subject to the exclusive jurisdiction of the Courts in Mumbai, irrespective of whether any other court may have concurrent jurisdiction in the matter. Cardholder Entity / Cardholder shall be liable for all costs associated with resolution of the dispute, legal expenses and decretal amounts with interest, should it become necessary to refer the matter to any agent.